

MEMORANDUM

AUGUST 9, 1984

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: STEPHEN F. COYLE, DIRECTOR

SUBJECT: GOVERNMENT CENTER GARAGE, EXECUTION OF AN OPERATIONS, MAINTENANCE AND SECURITY PLAN AS PROVIDED IN THE AUTHORITY-APPROVED DISPOSITION AGREEMENT

As you are aware, the Authority previously authorized the execution of a Sale and Construction Agreement among the City of Boston, the Authority, and the purchaser of subject garage, the Trustees of Government Center Garage Realty Trust. That Agreement and Deed were recorded in December of 1983. That Agreement, as approved by the Authority, contemplated future attachment of an Operations, Maintenance and Security Plan concerning the garage.

You will recall, certain litigation had initiated around the Government Center Garage. However, the real issue on all the law suits is that the plaintiffs agreed to end their action if they had access to 260 unassigned parking spaces at market rates, whose availability is assured by computer monitoring of the number of cars entering and exiting the garage. However, the parties wish to be assured that the number of space designated for settlement purposes does not adversely affect the 1,865 public parking spaces required in the original disposition agreements. The attached Operations, Management and Security Plan reaffirms that these unassigned monthly spaces, as they are for tenants outside the present building, may still be properly classified as within the public parking spaces. This interpretation is consistent with the Air Pollution Control's definition of public parking spaces.

It is, therefore, appropriate that the Director be authorized to execute and deliver an Operations, Maintenance and Security Plan, thereby clarifying this issue in the Authority's disposition documents.

VOTED: That the Director be, and hereby is, authorized to execute and deliver on behalf of the Authority, in its own right and as delegatee of the City of Boston, acting by and through its Public Facilities Commission (the "City"), an Operations, Maintenance and Security Plan for the Government Center Garage substantially in the form presented to this meeting, with such changes therein as the Director, in his sole discretion, deems appropriate; such plan to become a part, by amendment, of the Sale and Construction Agreement dated December 21, 1983 among the Authority, the City and the Trustees of Government Center Garage Realty Trust.

AUGUST 9, 1984

OPERATIONS, MAINTENANCE AND SECURITY PLAN

GOVERNMENT CENTER GARAGE

Interim Plan

This Operations, Maintenance and Security Plan (the "Plan") is agreed upon among the City of Boston acting by and through its Public Facilities Commission (the "City"), the Boston Redevelopment Authority (the "Authority") and Myrna Putziger and Richard H. Rubin as they are Trustees of the Government Center Garage Realty Trust (the "Developer") pursuant to and in accordance with a Sale and Construction Agreement dated December 21, 1983 among the City, the Authority and the Developer (the "Sale and Construction Agreement") which is recorded with Suffolk Registry of Deeds at Book 10700, Page 87. Said Sale and Construction Agreement is hereby amended by incorporating this Plan as a part thereof. Capitalized terms used herein without definition shall have the meanings ascribed in the Sale and Construction Agreement.

This Plan is an interim Plan to be further supplemented by the addition hereto, by amendment, of additional material relating to operations, maintenance and security.

Based upon the design development for the Improvements approved in accordance with the Sale and Construction Agreement, the Property will contain 2,098 parking spaces for standard-sized automobiles to be devoted to public parking use. Section 301 of the Sale and Construction Agreement required the Developer to "devote the Property to public parking use with not less than 1,865 parking spaces for standard-sized automobiles, in accordance with an Operation, Maintenance and Security Plan to be agreed upon by the parties and recorded as an amendment hereto....." For purposes of the Sale and Construction Agreement, it is necessary to reaffirm that the unassigned monthly spaces, as they are for tenants outside the present building, may still be properly classified as within the public parking spaces. This interpretation is consistent with the Air Pollution Control Commission's definition of public parking spaces.

The Developer may enter into formal or informal agreements, for a short or long term, pursuant to which Developer or said lessee assures the availability of up to 260 parking spaces, as hereinafter specified, to an identified user of one or more parking spaces in the Property, including agreements with:

1. Tenants of, employees in, or visitors to the building known as the John F. Kennedy Federal Office Building, Boston, Massachusetts, which is currently owned by the United States of America acting through its General Services Administration, or any designee of the owner thereof from time to time, not to exceed 200 spaces;
2. Tenants of, employees in, or visitors to the building located at 7 Bulfinch Place, Boston, Massachusetts, which is currently owned by WNEV-TV, Inc. or any designee of the owner thereof from time to time, not to exceed 20;
3. Tenants of, employees in, or visitors to the building located at 15 New Chardon Street, Boston, Massachusetts, which is currently owned by Government Center Development Company or any designee of the owner thereof from time to time, not to exceed 20 spaces;
4. Tenants of, employees in, or visitors to the building located at 25 New Chardon Street, Boston, Massachusetts, which is jointly owned by the Trustees of the Samuel Poorvu Trust and the Trustees of the Beatrice Poorvu Trust, or any designee of the owner thereof from time to time, not to exceed 20 spaces.

In addition, and consistent with the classification of public parking spaces of the Air Pollution Control Commission, the 233 spaces that are in excess of the 1,865 may be utilized by tenants of, employees in, and visitors to the Property, including the retail space, provided such number does not exceed 233 and provided that the developer has obtained an exemption from the parking freeze from the Boston Air Pollution Control Commission for not more than the 233 parking spaces.

Further for the purpose of the Sale and Construction Agreement, a parking space shall be considered for "standard-sized automobiles" if the stall dimensions thereof shall be consistent with the parking space stall size recommended from time to time for low turnover usage by a recognized traffic industry authority such as the Institute of Traffic Engineers or the Urban Land Institute, provided that such standard has been accepted in writing by the Director of the Authority.

In witness whereof, the parties hereto have caused this Plan to be signed, sealed and delivered this day of August, 1984 by their duly authorized representatives, respectively.

Approved as to form:

CITY OF BOSTON acting by and through its PUBLIC FACILITIES COMMISSION

Chief General Counsel
BOSTON REDEVELOPMENT AUTHORITY

By: _____
Director
Public Facilities Commission

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen F. Coyle, Director

GOVERNMENT CENTER GARAGE REALTY TRUST

By: _____
Richard H. Rubin, Trustee
as aforesaid and not individually,
without personal liability

By: _____
Myrna Putziger, Trustee
as aforesaid and not individually,
without personal liability

Signed, sealed, and delivered
in the presence of:

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

, 1984

Then personally appeared the above-named _____,
_____, Director of the Public Facilities Commission,
and acknowledged the foregoing instrument to be his free
act and deed and the free act and deed of the City of Boston,
before me

NOTARY PUBLIC

My Commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

, 1984

Then personally appeared the above-named Stephen F. Coyle,
Director of the Boston Redevelopment Authority, who executed
the foregoing instrument on behalf of the Boston Redevelopment Authority
and acknowledged the same to be the free act and deed of
said Authority, before me

NOTARY PUBLIC

My Commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

, 1984

Then personally appeared the above-named Myrna Putziger
and Richard H. Rubin as they are Trustees of the Government
Center Garage Realty Trust, and acknowledged the foregoing
instrument to be their free act and deed, as Trustees of
the Government Center Garage Realty Trust, before me

NOTARY PUBLIC

My Commission expires: _____

